

A. G. Contract No. KR-89-1948-TRD
ECS File No. JPA 89-113
Project: M-950-6
TRACS: 040B CN 198 H2657 01C
Section: Flagstaff Urban Area

INTERGOVERNMENTAL AGREEMENT
LANDSCAPE MAINTENANCE
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF FLAGSTAFF, ARIZONA

THIS AGREEMENT is entered into 3 January, 1989⁹⁰
pursuant to Arizona Revised Statutes Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
CITY OF FLAGSTAFF, acting by and through its City Council, (the
"City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The City is empowered by Arizona Revised Statutes
Section 48-572 and City Charter, Article 1, Section to enter
into this agreement and has by resolution, a copy of which is
attached hereto and made a part hereof, resolved to enter into
this agreement and has authorized the undersigned to execute
this agreement on behalf of the City.

3. It is to the mutual advantage of the State and the
City to landscape certain areas within the right of way and the
railroad easement on State Route B40 at the following location:

NO. <u>14467</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>1-3-90</u>
<u>Jim Shumway</u> Secretary of State
By <u>B. J. Vermillion</u>

From centerline roadway station 2381+25.83 to centerline roadway station 2417+45.35, a net distance of approximately 0.69 miles.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will prepare Landscape Architectural plans for the landscaping project and submit them to the City for approval.

2. After City approval of the plans, the project will be constructed by the State, using State funds. Upon completion of the work, the City shall reimburse the State 25 percent of the landscape contract costs. 50%

3. The City shall furnish all water for landscape installation during the construction phase, and all water hereafter necessary to properly maintain the landscape, all at City expense.

4. After construction, the City shall maintain the landscaping within the right of way and the railroad easement.

5. The City hereby agrees to maintain the landscaping. Maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, and the repair of all erosion to maintain the final grade established at the completion of the project. The City will not make any changes, additions or deletions without written approval by the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the State's Traffic Control Manual for Highway Construction and Maintenance.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for period of five (5) years from the effective date, unless terminated earlier by mutual consent of the parties hereto or unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon the giving of 60 days written notice. It is understood and agreed that, in the event this agreement is terminated by the City, the State shall in no way be obligated to maintain said landscaping.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518(B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Roadside Development Services
205 South 17 Avenue, Room 228E
Phoenix, AZ 85007

City of Flagstaff
City Engineer
211 W. Aspen Ave.
Flagstaff, Arizona 86001

7. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement
the day and year first above written.

CITY OF FLAGSTAFF

STATE OF ARIZONA

Department of Transportation

By *[Signature]*
Title *Mayor*

By *Robert P. Mickelson*
ROBERT P. MICKELSON
Deputy State Engineer

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RESOLUTION

BE IT RESOLVED on this 08th day of August 1989, that I, CHARLES L. MILLER, as Director of the Arizona Department of Transportation, have determined that it is in the best interest of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Flagstaff for the purpose of landscaping certain areas within the right of way and the railroad easement on State Route 840 at the following location:

From centerline roadway station 2381+25.83 to centerline roadway station 2417+45.35, a net distance of approximately 0.69 miles.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.



CHARLES L. MILLER, Director
Arizona Department of
Transportation

RESOLUTION NO. 1643

A RESOLUTION AUTHORIZING THE CITY OF FLAGSTAFF TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA FOR DESIGN, INSTALLATION AND MAINTENANCE OF LANDSCAPING ALONG A PORTION OF SANTA FE AVENUE IN FLAGSTAFF, ARIZONA.

WHEREAS, the City of Flagstaff and the State of Arizona desire to improve the aesthetic appearance of Santa Fe Avenue; and


WHEREAS, the City of Flagstaff and the State of Arizona desire to enter into an intergovernmental agreement providing for the design, installation, and maintenance of landscaping along seven-tenths (.7) of a mile of Santa Fe Avenue east of Steves Boulevard; and

WHEREAS, an intergovernmental agreement has been prepared for this purpose, a copy of which is attached and incorporated by this reference;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1: That the City of Flagstaff is authorized by this resolution to enter into that intergovernmental agreement for landscape maintenance between the State of Arizona and the City of Flagstaff, Arizona, which is otherwise known as AG Contract No. KR-89-1948-TRD, and that the Mayor be authorized to sign said contract and any and all documents necessary to give it effect.

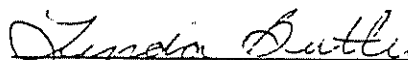
PASSED AND ADOPTED by the Council and approved by the Mayor of the City of Flagstaff this 5th day of December, 1989.



Mayor

ATTEST:

APPROVED AS TO FORM:



City Clerk



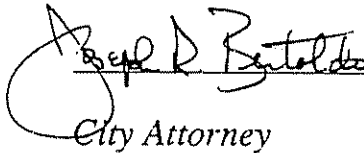
City Attorney

JPA 89-113

APPROVAL OF THE CITY ATTORNEY

I hereby state that I have reviewed the proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, STATE ENGINEER and the CITY OF FLAGSTAFF and declare this agreement to be in proper form and within the powers and authority granted under the laws of the State of Arizona.

DATED this 8th day of DECEMBER, 1989.


City Attorney



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. KR-89-1948-TRD, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 27th day of December, 1989.

ROBERT K. CORBIN
Attorney General

A handwritten signature in dark ink, appearing to read "James R. Regan", is written over a horizontal line.

Assistant Attorney General
Transportation Division

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